

**Memorandum of Understanding
Between
Kent Education Association
And
Kent School District**

**Agreements related to reopening schools for the 2020-2021 school year utilizing remote learning
due to the ongoing COVID-19 pandemic**

WHEREAS, The Kent School District (“District”) and the Kent Education Association (“Association”) agree to the following terms in order to protect the health and safety of our employees and continue to ensure student learning resumes during the ongoing building closures;

WHEREAS, the local, regional, national, and global effects of the pandemic continue to evolve and government mandates and expectations have changed as a result; and

WHEREAS, the health and safety of school district employees, students, and our community at large and equity for all students remain the top priority of the parties; and

WHEREAS, all provisions of the collective bargaining agreement remain in place unless specifically waived through subsequent agreement; and

NOW THEREFORE, the Kent Education Association and the Kent School District agree as follows:

- A. Agreement to Bargain.** Both parties agree that the issues addressed in this MOU may not be inclusive of all items that need to be considered during this unprecedented time. Both parties agree that additional issues may arise that require further negotiations due to changing guidelines from OSPI, the state, or federal government. This Agreement shall clarify agreements reached in this MOU for wages, hours, and working conditions starting August 24, 2020.
- B. Compensation.** In addition to the areas addressed in the collective bargaining agreement, the following items will also be considered.
1. **Guest Teachers.** Will be provided necessary training, as needed and targeted at the guest teacher audience, to continue serving as a guest teacher and will be paid at the approved guest teacher rates for all available guest teacher work. This shall include, but not be limited to, training on learning management systems to be used by guest teachers, communication tools, and any other tools necessary to engage in remote instruction.
 2. **Supplemental contracts, extra-curricular, and/or overload compensation.** The collective bargaining agreement will apply in the same manner as in any other year. The parties agree that the responsibilities associated with extracurricular activities will not fundamentally change, however, those responsibilities may need to be modified to accommodate the remote learning environment.
 3. **Mandatory Days for 2020-2021 School Year.** Five (5) additional days will be added to the 2020-2021 Staff Calendar for Employees. These days will be paid as 1/187th of the 2020-2021 base salary of each employee. This was contained in a previous MOU with slight clarification regarding the intent of the materials inventory and distribution dates.

- a. These days will be held prior to the first student day of 2020-2021, which will be September 3, 2020. This will move the student year five days later in June 2021.
- b. The purpose of these days will vary, but at least two days will be for the purpose of learning technology and practices necessary for remote learning, at least one day focused on supporting social emotional learning as it relates to current events and in remote learning, and the remaining two days will be for resources and materials distribution, and/or inventory.
- c. The two days for material inventory and distribution may happen partially after the student year starts, but will still be part of these five days. Flexibility on these two days of pay is expected and may be spread over multiple days through the end of September.
 - i. All employees, regardless of FTE shall be paid three full training days. Part-time employees will be paid at their FTE rate for the additional two days.
 - ii. If an employee cannot attend to the expectation of these days, appropriate leave may apply, but in some instances the trainings regarding remote learning may need to be made up in a manner to be determined. If this is on an in-person activity, then alternative activities will be considered prior to utilizing appropriate leave.
 - iii. These days will be paid no later than the October pay warrant. At least three of these days will be paid in the September pay warrant.

C. General Work Responsibilities During Remote Learning. The parties agree to the following general terms during the current period of remote learning which is currently scheduled through the rest of the first quarter.

- 1. **Communication to Families.** Any additional general district-wide announcements to students or families that impact the working conditions of employees shall be communicated to staff first, as much in advance as possible, with consideration given to the impact on staff workload.
- 2. **Use of Personal Devices.** Both parties discourage employee use of personal electronic devices for the purposes of providing internet access (using a personal cell phone as a “hot spot”) or for contact with students or families. Employees who have technology or internet access needs should contact their supervisor so the District can make efforts to address those needs.
- 3. **Recordings.** All guidelines regarding recordings in the collective bargaining agreement remain in place. If an employee chooses to make recording(s) for the purpose of instruction, all best practices for privacy should be considered and applicable privacy laws will be followed. If a recording does occur involving more than one person without written permission of all parties involved, then it will be inadmissible in evaluations.
- 4. **Employee Workday.** The employee start and end times should allow flexibility to meet the needs of students and the employee’s unique working conditions. The contract day will remain 7.5 hours with the understanding that all provisions in the collective bargaining agreement, including but not limited to, the 25 minutes at the beginning and end of a “regular” school day (total of 50 minutes), planning time (average of 50 minutes per day), 30 minute duty-free lunch, and the early release time on Wednesdays.
- 5. **Student Instructional Day.** The flexibility allowed for an employee workday is not intended to impact the time allowed for the student instructional day. The expectation for the student instructional day would fall between 8:30 a.m. and 4:30 p.m, with the exception of “zero” hour classes.
- 6. **Early Release Wednesdays.** Will follow the collective bargaining agreement and the scheduled time for administratively directed days will be consistent across the district.
- 7. **Employees Choosing to Work On-Site.** Access to buildings shall only apply to district employees. If health conditions of the employee and King County health guidelines allow access to buildings, then employees shall be allowed access to their regular workspace for the

- purpose of gathering necessary materials or supplies, and, in approved situations, to perform work responsibilities.
- a. Employees shall adhere to all indoor health guidelines and District processes and procedures regarding employee safety and health, including but not limited to, wearing a mask and observing all social distancing requirements such as maintaining a minimum of six feet distance from any other people who may be present.
 - b. Employees shall communicate to their supervisor the time in their building and specific location within the building, and will not enter the building without scheduling the time with their supervisor.
 - c. Employees may be expected to report all other employees with whom they came into close proximity during time on campus in the event of a positive COVID-19 test.
 - d. Employees will follow all guidelines and regulations established by local, state, and federal authorities related to COVID-19, including but not limited to self-quarantine after contact with someone with a confirmed positive case. .
 - e. Employees shall only be on-site during the hours approved by the district.
 - f. Employees shall not be required to be on-site during remote learning. Exceptions will be addressed separately in Section D.
8. **On-Site Expectations During Remote Learning.** In the event there is an expectation, or request, of employees reporting on-site, the following provisions must be addressed:
- a. **High Risk Employees.** Any employee who is high risk as defined by local or state health authorities shall be provided with an alternative means of meeting the expectations. This may include, but is not limited to, collaborating with other district employees to meet the expectations which should be facilitated by the district.
 - b. A minimum of 24-hour notice shall be provided to any employee prior to an expectation to be on-site.
9. **Open House and Parent Conferences.** Will be held remotely in a manner consistent with the collective bargaining agreement.
10. **Attendance.** Employees will use Skyward to complete attendance daily. Attendance in a remote learning environment may not require the presence at a specific time and place if there is some evidence of engagement and the parties will follow attendance guidelines and regulations established by the state.
11. **Individual Meetings.** Employees shall use their professional judgment if it becomes necessary to hold individual conversations with students. If any potential concerns arise during those conversations, the employee should document the concern and notify their supervisor.
12. **Observations.** Administrators shall be allowed access to periods of synchronous learning and other meetings for the purpose of observation in a similar manner as is typically done during in-person learning.
13. **Weekly Schedule.** A weekly schedule shall be posted in a common location, ensuring it is available on Friday for the following week starting on September 11. For elementary, this would include when subject areas will be addressed and the specialist times. For secondary, this would reflect any change to the building schedule that may arise. The weekly schedule will allow students and families to anticipate what resources and materials will be necessary to participate in class activities.
14. **Social and Emotional Learning.** Both parties fully support the need for increased social and emotional learning support for students and staff and understand that this is difficult work. For the implementation of this work, both parties will continue engaging in discussions on ways to support this critical work.

D. Unique Work Responsibilities During Remote Learning. There may be some employees who are expected to take on additional responsibilities not expected in the general provisions above.

1. **In-Person Instruction.** Until such times that health conditions allow a hybrid learning model, in-person instruction will only happen if necessary to provide the appropriate services to and/or perform appropriate evaluations for the student and all health guidelines are strictly adhered to by employees and the student involved.
 - a. For Inclusive Education students, these decisions will be made using by the Decision-Making Matrix (Exhibit C) and the student’s IEP team.
 - b. The employee delivering the instruction must not be in a high-risk category as defined in Section C.8.a. of this MOU.
 - c. All students will begin the 2020-2021 school year in a remote learning situation without exception.
 - d. If in-person instruction is required pursuant to D.1.a, above, Inclusive Education will collaborate with the employees to ensure staffing is aligned with caseload requirements contained in the CBA address workload impact and the consideration of high-risk employees.
2. **Inclusive Education Assignments.** Employees who are case managers may request up to fifteen (15) hours per quarter for additional record-keeping practices mandated by the district, state, or federal guidelines during remote learning, including but not limited to service logs, and continuous learning plans. This time would need to be documented outside of the contract day and must be pre-approved by the executive director of Inclusive Education.
3. **Elementary Split-Grade Assignments.** During fully remote learning, any teachers assigned a split-grade assignment for the 2020-2021 school year will, when possible, have building resources available to support split-grade teachers, which may include but is not limited to assistance with instruction and/or planning from another certificated staff member already assigned to the building.

E. Instructional Time. As previously agreed, staff responsibilities related to the instructional portion of the student day will fall between 8:30 a.m. and 4:30 p.m. A zero hour class may be an exception to this general principle.

1. **Schedule of Instructional Time.** Each building will implement a schedule of instructional time for students that is consistent with the schedules in the initial plan approved by the School Board on August 12, 2020. Variations must consider the impact on students and should be made only if considering equity for students with the highest need.
2. **Secondary Schools.** Each middle and high school classroom teacher will teach the following periods on the following days:

Monday:	Periods 1, 2, and 3
Tuesday:	Periods 1, 2, and 3
Wednesday:	Rotate Periods 1, 2, 3 / 4, 5, 6
Thursday:	Periods 4, 5, and 6
Friday:	Periods 4, 5, and 6

If teachers have “zero” or 7th period classes, they will schedule the time the classes will be taught with their building principal. For September 3 the schedule will be periods 1, 2, and 3 and September 4 the schedule will be periods 4,5,6.

3. **Elementary Schools.** Each elementary classroom teacher will teach ELA/SLA and Math each day and provide a schedule for other content areas.

4. **Elementary specialists** will have a scheduled opportunity to interact with each assigned class throughout the week. This will continue to occur according to the provisions contained in the collective bargaining agreement between the parties.
4. **Itinerant specialists** will be scheduled in a way that continues to honor the collective bargaining agreement, however, travel time between school assignments will not be required when students are in remote learning. If there are complications in scheduling, the principal/supervisor or the employee will first attempt to problem solve the issue, and if it is unable to be resolved it will be brought forward to be discussed at labor-management meetings.
5. **Inclusive education teachers and ESAs.** Inclusive Education employees shall have access to time with students in a manner consistent with in-person learning. Collaboration with the classroom teacher is highly encouraged in this process. The format and delivery of the work of special education staff members may look different than the work of their general education colleagues because of the needs of the students they primarily serve. All special education services delivered by employees will follow the guidelines established by OSPI.

F. Additional Leave Provisions. All existing leave provisions in the collective bargaining agreement and additional state and federal provisions shall apply if an employee is unable to work remotely. In addition, employees will have access to additional leave provided by the Families First Coronavirus Response Act.

G. Printed Materials or Other Resources for Students. Distribution of resources should be in consultation with the building level supervisor. The district will provide a means to order materials printed centrally upon request and approval of building supervisor. Materials can be produced at the building level as well. Supervisor should be consulted prior to any distribution taking place at a school site. No employee should be expected to print materials or mail materials at their own personal cost.

H. Evaluation. Using the August 7, 2020, Bulletin No. 063-20 Educator Growth and Development from OSPI as a guideline, the following modifications will apply for classroom teacher evaluations for the 2020-2021 school year unless OSPI allows further changes.

1. **Focused** Evaluation requirements will remain the same.
2. Teachers with at least one year experience in Washington state or a teacher with two or more years with successful performance in another district who is in their first year in KSD may participate in a **modified Comprehensive Evaluation** as follows:
 - i. Two criteria will be determined to be formally scored using evidence from the 2020-2021 school year using the Focused evaluation as the model for determining criteria.
 - ii. Remaining six criteria to be scored by assigning score from most Comprehensive evaluation (if this was in another district then the teacher would have to supply this evidence when accessing the modified Comprehensive Evaluation).
 - iii. Collective Bargaining Agreement language regarding movement to regular Comprehensive cycle using all eight (8) criteria still applies, and must be made no later than November 15.
3. Teachers in their first year shall be on the **regular Comprehensive Evaluation** which will follow the collective bargaining agreement OR utilize the following modifications which are allowed for the 2020-2021 school year if mutually agreed by the teacher and evaluator:

- i. Determine at least two criteria to be formally scored using the Focused evaluation guidelines.
 - ii. Remaining criteria would be scored “Basic” as the default score with a notation that these are “default scores due to the circumstances of the COVID-19 pandemic.”
 - iii. If adequate evidence that clearly indicates Proficient practice is provided for default criteria, evaluator may override the Basic score.
4. Any employees on **Probation or a Plan of Improvement** will follow the collective bargaining agreement.

I. Decisions Regarding a Transition to Hybrid Learning (in-person and remote). Teams from the District and the Association shall begin negotiations regarding the transition to hybrid or full in person learning at least 30 calendar days before the implementation. Implementation of the transition would likely occur at natural quarter breaks in the academic year and may require additional negotiations regarding the student and employee calendars.

J. Effective dates. This MOU shall be in effect beginning on August 28, 2020 and continue through the period of remote learning in the 2020-2021 school year. All other provisions of the CBA between the parties remain in effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Dated this 28th day of August, 2020.

Kent Education Association

Kent School District